

00000-5401

GRANT AGREEMENT

BY AND BETWEEN

CHINATOWN COMMUNITY CENTER, INC.

AND

BOSTON REDEVELOPMENT AUTHORITY

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28th day of February, 1990 by and between Chinatown Community Center, Inc. (the "Grantee"), a Massachusetts non-profit corporation having a principal place of business at 322 Tremont Street, Boston, Massachusetts, and the Boston Redevelopment Authority (the "BRA" or "Grantor"), a public body politic and corporate, created and existing pursuant to Chapter 121B, as amended, of the Massachusetts General Laws, and with a principal place of business at One City Hall Square, Boston, Massachusetts, 02201.

In accordance with a vote adopted by the Authority at its scheduled meeting on December 14, 1989, by this Grant Agreement the Grantor shall disburse to the Grantee the sum of Fifteen Thousand Dollars (\$15,000) (the "Grant") for reimbursement of documented costs, specifically, for the completion of necessary special planning tasks regarding project size, facility programming, conceptual design, and preliminary financial planning for the multi-function community service facility on Parcel C in Chinatown (the "Project"). Specifically, the Developer shall hire a consultant for approximately three (3) months from December 15, 1989 through March 15, 1990 to undertake the following scope of services:

1. Analyze the financial carrying capacity of i) Asian American Resource Workshop; ii) Chinese American Civic Association; iii) Chinatown Boys and Girls Club; iv) Chinese Progressive Association; v) Quincy School Community Council; vi) South Cove Community Health Center; and vii) South Cove YMCA in order to assess operating cost and debt service capacity; and review accordingly alternative financing schemes and related roles for each organization regarding the development, ownership and management of the facility;

2. Refine the space needs of the participating agencies and coordinate CCC's participation in the evaluation process for the design competition for the Chinatown Community Service facility; and

3. Explore and help apply for additional startup and operating funds to augment contributions from participating agencies and potential public subsidies, such as linkage contributions, to be approved by the City for the development of the facility.

(Collectively, the tasks 1 through 3 shall be known as the "Scope of Services.")

Within six (6) months of execution of this Agreement, the Grantee shall submit a written report which details works and analysis conducted pursuant to the Scope of Services.



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The full proceeds of the Grant shall be disbursed to the Grantee on a reimbursement basis upon submission by the Grantee of expense vouchers on AIA Forms 702 and 703 or other documentation acceptable to the BRA Project Manager Tin-Fun Yeh. Requests by the Grantee for reimbursement of costs under this Agreement shall be made on a monthly basis. The project manager shall notify Grantee within five (5) working days of the initial request if more/other documentation is necessary. The Grantor shall exercise best efforts to issue a check to the Grantee for reimbursement of costs within ten (10) business days of the receipt by the BRA of all required expense vouchers provided, however, that the total amount of all reimbursements under this Agreement shall not exceed the sum of Fifteen Thousand Dollars (\$15,000.00).

For three years after the execution of this Agreement, the Grantee shall keep and maintain, and shall give access to the Grantor and its representatives at all reasonable times, upon reasonable notice, to inspect, copy, audit, and examine accurate books, records, accounts and other documents relating to the Project, including but not limited to those relating to the receipt and disbursement of Grant funds.

The Grantee shall not, without the prior written consent of the Grantor, assign, or transfer this Agreement or any interest herein or right to payment hereunder.

The Grantee agrees to save harmless and indemnify the Grantor from any liability for injury, loss, accident, or damage to any person or property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorneys fees, arising from any wrongful act or negligence of the Grantee or its agents or servants, from any use made or things done by the Grantee or anyone as described above involving the Project, arising or resulting from any activities undertaken by the Grantee hereunder.

Grantor and Grantee further agree that failure to apply these funds solely for the purpose described herein or the failure to submit a written report within six (6) months as required herein may result in just cause for a claim of reimbursement to the Grantor by the Grantee.

ATTESTED:

Elaine Hall

BOSTON REDEVELOPMENT AUTHORITY

By: Stephen Coyle

Stephen Coyle, Director

ATTESTED:

Stephanie Fan

CHINATOWN COMMUNITY CENTER, INC.

By: Pancho Chang

Pancho Chang, Chair

APPROVED AS TO FORM:

Robert F. McNeil

Chief General Counsel *MSB*
Boston Redevelopment Authority

